

EXHIBIT 46

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17 Attorneys for Defendant, Cross-Defendant, and Cross-Claimant
18 WINDSOR SECURITIES, LLC

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION

1 JOHN HANCOCK LIFE INSURANCE
2 COMPANY (U.S.A.), a Michigan corporation,

3 Plaintiff,

4 vs.

5 MINDY GOSS, as Trustee of the Joe E. Acker
6 Family Insurance Trust [incorrectly named
7 herein as the “Joe E. Acker Family Trust”], a
8 Georgia resident; and WINDSOR SECURITIES,
9 LLC, a Nevada limited liability company
10 [incorrectly named herein as a “Delaware
11 company”],

12 Defendants.

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AND RELATED CROSS-ACTIONS

Case No. 3:14-cv-04651-WHO

**DECLARATION OF ERIC HARKINS IN
OPPOSITION TO MOTION FOR SUMMARY
JUDGMENT, OR, IN THE ALTERNATIVE,
PARTIAL SUMMARY JUDGMENT**

Date: December 2, 2015
Time: 2:00 pm
Courtroom: 2, 17th Floor
The Honorable William H. Orrick

I, Eric Harkins, declare:

1. I serve as an accounting and operations manager for Windsor Securities LLC,

1 ("Windsor"). I am over the age of twenty-one years, and I make this declaration of my own personal
2 knowledge. If called as a witness, I would and could testify under oath to the truth of the following
3 statements:

4 2. In 2010, I worked directly with Steven Prusky. I assisted Mr. Pusky on numerous
5 occasions with correspondence relating to insurance premium financing Windsor had engaged in
6 through insurance brokers Eugene Houchins III ("Houchins") and/or his father, Eugene Houchins II
7 ("Houchins Sr.") and their companies. In 2010, this correspondence included sending letters and
8 documents to Trustees and others associated with insurance policies whose premiums were financed
9 through Windsor.

10 3. I have reviewed the letters dated March 23, 2010, attached as **Exhibit F** to the
11 Declaration of Steven Prusky. To the best of my personal knowledge, I typed these letters in from drafts
12 Mr. Prusky handwrote and then printed and mailed these letters in the normal course of business in
13 March of 2010. [True and correct copies of the March 23, 2010 letters are also attached hereto as
14 **Exhibit F.**]

15
16 I declare under penalty of perjury, under the laws of the State of California, that the foregoing is
17 true and correct. Executed this 10th day of November, 2015, at Ardmore, Pennsylvania.

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19 /S/
20 Eric HARKINS
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EXHIBIT F

Windsor Securities, LLC

**25 East Athens Avenue
Ardmore, PA 19003**

**610-642-3100; 610-642-9709 (f)
mfiws1@comcast**

March 23, 2010

Mr. Joseph Acker
2140 Double Branches Road
Comer, GA 30629

Dear Mr. Acker:

Please accept this letter as formal notification that pending our ownership of policy #93783751, we are releasing you from any future financial obligations of our financial agreement.

Sincerely,

Steven G. Prusky, Manager
Windsor Securities

Printed for *DeSh*
AA/RP
Says *But*
(post office)

Windsor Securities, LLC

25 East Athens Avenue
Ardmore, PA 19003

610-642-3100; 610-642-9709 (f)
mfiws1@comcast

March 23, 2010

Mr. Mark Goss
725 Esco Road
Comer, GA 30629

RE: Joe E. Acker Policy #93783751 Absolute / Gift Assignment

Dear Mr. Goss,

Pursuant to my February letter to you and my letter to Mr. Acker, please consider this formal notification that we are releasing the Trust and the insured, Joseph Acker, from any financial obligations stemming from our Financial Agreement.

We want to confirm that it is our understanding that you have signed the Change of Ownership because you would rather irrevocably surrender ownership and be freed of financial obligations past and future, than pay off your loan to Windsor. We also want to confirm that this assignment is effective immediately upon its processing by the Insurance Company and is irrevocable. With its processing there will be no more financial obligations between Windsor and the Trust, nor between Windsor and the insured, excluding financial obligations contemplated by a breach of contract.

Sincerely,

Steven G. Prusky

Windsor Securities

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R. W. f.m.
file sent
mailed AA/RP
(post box)